

Mortgage Record No. 52.

This Indenture, Made this 2^d day of November in the year of our Lord Nineteen Hundred and Fourteen, between L. L. Preston and Lema J. Preston, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and _____

Witnessed, and signed by Nettie Myers Uhl

of the second part:

Two Thousand

WITNESSETH, That the said parties of the first part, in consideration of the sum of

to them duly paid the sum of

DOLLARS,

and mortgage to the said part 4 of the second part their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

South half (8⁺) of the South west quarter (p. 11⁴) of Section
Twelve (12) Township fifteen (15) Range Twenty (20) East of 6th P.M.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said J. L. Preston and Laura J. Preston do hereby covenant and agree that at the delivery hereof they are the lawful owner. 3. of the premises, above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances. 7.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars according to the terms of two certain notes this day executed and delivered by the said J. C. Preston & Laura S. Preston to the said part-is of the second part each for \$1000⁰⁰. On to Abner G. Will & one to Nellie Meyers Will running 5 years with 6 1/2% interest payable annually.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or of interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part, their executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said S. L. Weston & Laura J. Weston their heirs and assigns.

IN WITNESS WHEREOF, The said party *is* of the first part has *ss* hereunto set *their* hand *&* seal *&* the day and year first above written.

Signed, Sealed and Delivered in presence of
N. M. Clark

S. L. Preston (SEAL)

Laura J. Preston (SEAL)

..(SEAL)

STATE OF KANSAS.

Douglas County } SS.

BE IT REMEMBERED, That on this 22nd day of November, A. D. 1904, before me

W. M. Clark a Notary Public in and for said County and State, came
D. L. Preston & Laura J. Preston

.....to me personally known to be the same person. 9 who executed the foregoing instrument and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 15 1915 N. M. Clark

Notary Public

Filed for Record the 2nd day of Nov A. D. 1914, at 1³⁵ o'clock PM.

H. D. Lawrence Register of Needs
Geo. B. Metzel Deputy

...Deputy

(The following is condensed on the original instrument.)

The note herein described having been paid in full, this receipt is hereby released and the same thereby created discharged. As witness my hand this 10th day of November 1913.

Alice K. Weil
Nellie Meyers Weil

Recorded Nov. 6th 1966
 Floyd L. Lawrence
 President
 Nov. 6. Hazel